

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

COMPLIENT CORPORATION) CASE NO: 429394
)
Plaintiff,) JUDGE MATIA
)
v.)
)
CPR PROMPT CORPORATION, *et al.*,) JUDGMENT ENTRY
)
Defendants.)

This matter came on for hearing upon Plaintiff Compliant Corporation's ("Compliant") Motion for Default Judgment ("Plaintiff's Motion") against Defendant CPR Prompt Corporation ("CPR Prompt") pursuant to Civ. R. 55(A). Upon consideration of Plaintiff's Motion, the proof of service of the Complaint upon CPR Prompt, and the Affidavit of Steven Lindseth, this Court finds that service has been perfected against Defendant CPR Prompt, that CPR Prompt has failed to answer the Complaint within the time set forth in the Ohio Rules of Civil Procedure, that CPR Prompt is in default of answering the Complaint and, therefore, that Compliant is entitled to a default judgment against CPR Prompt pursuant to Civ. R. 55(A).

WHEREFORE, this Court hereby grants Plaintiff Compliant Corporation's Motion for Default Judgment against CPR Prompt Corporation. It is the order of this Court that Plaintiff Compliant Corporation is hereby granted a default judgment pursuant to Civ. R. 55(A) against Defendant CPR Prompt Corporation as follows:


Pursuant to Section 3.10 of the License Agreement, in the event that the partners of CPR L.P., including, but not limited to Plaintiff Compliant Corporation, sell all or part of their respective partnership interest in CPR L.P. to an unrelated third party, Defendant CPR Prompt is entitled to 7.5%

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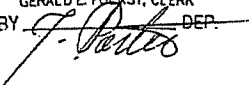
of the net proceeds of that sale. Section 3.10 of the License Agreement does not entitle CPR Prompt to 7.5% of the sale of any or all assets of any entity other than CPR L.P.

IT IS SO ORDERED.


JUDGE DAVID MATIA

RECEIVED FOR FILING

MAY 30 2001

GERALD E. FUERST, CLERK
BY  DEP.